

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT CODE 12	PAGE OF PAGES 1 5
---	--	------------------------	----------------------

2. AMENDMENT/MODIFICATION NO. 39	3. EFFECTIVE DATE SEP 22 2003	4. REQUISITION/PURCHASE REQ. NO. See page 1a	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE PS24-I		7. ADMINISTERED BY (If other than Item 6) CODE PS24-I	

Procurement Office  
George C. Marshall Space Flight Center  
National Aeronautics and Space Administration  
Marshall Space Flight Center, AL 35812

MSFC Adm: 24-I/Anna Stovall  
256-544-0741  
Anna.stovall@nasa.gov  
AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Hernandez Engineering, Inc.  
16055 Space Center Boulevard, Suite 725  
Houston TX 77062

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF  
CONTRACT/ORDER NO.  
NAS8-00179

10B. DATED (SEE ITEM 13)

X

CODE

FACILITY CODE 2Y303

10/01/00

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 1a

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, etc.) SET FORTH IN ITEM 14.
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 and Mutual Agreement Between Both Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

	Negotiated Est. Cost	Potential Award Fee	Earned Metric Eval. Fee	Earned Performance Eval. Fee	Contract Value	Total Sum Alloted
Previous	\$23,546,671.00	\$560,520.00	\$294,476.00	\$509,939.00	\$24,911,606.00	\$24,340,312.00
This mod (option 2)	417,991.00	25,581.00	0.00	0.00	443,572.00	1,455,275.00
Exercise (Option 3)	9,141,430.00	559,476.00	0.00	0.00	9,700,906.00	0.00
New Total	\$33,106,092.00	\$1,145,577.00	\$294,476.00	\$509,939.00	\$35,056,084.00	\$25,795,587.00

See page 2 for description

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Emil L. Posey Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED SEP 22 2003

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM**  
30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

4200022068

WBS element	Fund	Cost ctr	Amount
62-372-20-80	HSF542003D	62MP71	\$ 187,436.00
62-377-10-10-11	HSF542003D	62MP71	400,000.00
62-721-10-01	SAT292003D	62UP20	30,000.00
62-721-28-10	SAT292003D	62UP40	800.00
62-721-10-80	SAT292003D	62UP20	26,000.00
62-721-20-01	SAT292003D	62UP05	700,000.00
62-982-10-10	SAT292003D	62TD06	37,000.00
62-721-20-01	SAT292003D	62UP05	<u>74,039.00</u>
Total			\$1,455,275.00

The purpose of this modification is to exercise Option No. 3. The contractor shall perform the work called for in the Attachment J-1, Performance Work Statement, during the performance of this option period commencing October 1, 2003, and continuing through September 30, 2004. The estimated cost for this option period is \$9,141,430, with a potential performance evaluation fee of \$335,686 and a potential metrics evaluation fee of \$223,790. Also, the purpose of this modification is to provide an equitable adjustment for additional effort within the Scope of the Statement of Work for option years 2 and 3, provide an increment of funds pursuant to the "Limitation of Funds" clause and the contractor's letter dated **September 03, 2003** and update Attachment J-4B METRICS EVALUATION PLAN. The foregoing action is further implemented by the following changes. All changes are marked in **BOLD**.

1. Clause B.2 CONTRACT COST AND FEES paragraphs (b) and (c) are deleted in their entirety and the following is substituted in lieu thereof:

**B.2 CONTRACT COST AND FEES**

"(b) A summary of the estimated cost and fees for the performance of work under this contract is as follows:

	<u>Previous Amount</u>	<u>Adjusted this Mod Option Year 2</u>	<u>Exercise Option Year 3</u>	<u>New Total</u>
Estimated Cost	\$23,546,671.00	\$417,991.00	\$9,141,430.00	\$33,106,092.00
Potential Award Fee(s)	560,520.00	25,581.00	559,476.00	1,145,577.00
Potential Performance Evaluation Fee (60%)	336,312.00	15,349.00	335,686.00	687,347.00
Potential Metrics Evaluation Fee (40%)	224,208.00	10,232.00	223,790.00	458,230.00
Earned Performance Evaluation Fee	509,939.00	0.00	0.00	509,939.00
Earned Metric Evaluation Fee	<u>294,476.00</u>	<u>0.00</u>	<u>0.00</u>	<u>294,476.00</u>
Total	\$24,911,606.00	\$443,572.00	\$9,700,906.00	\$35,056,084.00

(c) Estimated cost and fees applicable to each option  
Period are set forth below:

Option No.	Period Covered	Estimated Cost	Potential Performance Evaluation Fee	Potential Metrics Evaluation Fee	Total Option Value
1	10/01/01--09/30/02	\$7,863,911.00	\$280,979.00	\$134,761.00	\$ 8,279,651.00
2	10/01/02--09/30/03	<b>\$ 9,576,423.00</b>	<b>\$351,661.00</b>	<b>\$234,440.00</b>	<b>\$10,162,524.00</b>
3	10/01/03--09/30/04	<b>\$9,141,430.00</b>	<b>\$335,686.00</b>	<b>\$223,790.00</b>	<b>\$ 9,700,906.00</b>
4	10/01/04--09/30/05	\$8,496,660.00	\$312,008.00	\$208,006.00	\$9,016,674.00

2. Clause B.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (MAR 1998)  
paragraph (e) is deleted in its entirety and the following is substituted  
in lieu thereof:

B.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (MAR 1998)

"(e) The amount of award fee which can be awarded in each evaluation  
period is limited to the amounts set forth in the following tables. Award  
fee which is not earned in an evaluation period cannot be reallocated to  
future evaluation periods.

Summary of Potential and Earned Award Fees

1. Summary of Potential and Earned Performance Evaluation Fees:

<u>Evaluation Period</u>	<u>Original Amount Available</u>	<u>Performance Eval. Fee Earned</u>	<u>Mod No.</u>
10/01/00 - 03/31/01	\$ 117,545.00	\$ 111,079.00	Mod 07
04/01/01 - 09/30/01	\$ 122,030.00	\$ 117,881.00	Mod 15
10/01/01 - 09/30/02	\$ 288,776.00	\$ 280,979.00	Mod 28
10/01/02 - 09/30/03	<b>\$ 351,661.00</b>		
10/01/03 - 09/30/04	<b>\$ 335,686.00</b>		
10/01/04 - 09/30/05	\$ 312,008.00		
<b>Total</b>	<b>\$1,527,706.00</b>	\$ 509,939.00	

2. Summary of Potential and Earned Metric Evaluation Fee

<u>Evaluation Period</u>	<u>Amount Available</u>	<u>Metrics Eval. Fee Earned</u>	<u>Mod No.</u>
10/01/00 - 03/31/01	\$ 78,362.00	\$ 78,362.00	Mod 07
04/01/01 - 09/30/01	\$ 81,353.00	\$ 81,353.00	Mod 15
10/01/01 - 09/30/02	\$ 192,516.00	\$ 134,761.00	Mod 28
10/01/02 - 09/30/03	<b>\$ 234,440.00</b>		
10/01/03 - 09/30/04	<b>\$ 223,790.00</b>		
10/01/04 - 09/30/05	\$ 208,006.00		
<b>Total</b>	<b>\$1,018,467.00</b>	\$ 294,476.00 "	



3. Clause B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) is hereby deleted in its entirety and the following is substituted in lieu thereof:

"B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For the purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$24,522,291. This allotment is for Safety and Mission Assurance Mission Services and covers the following estimated period of performance: October 1, 2000, through November 28, 2003.

(b) An additional amount of \$1,273,296 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Award</u>	<u>Total</u>
Estimated Cost	\$23,087,481.00	\$ 1,434,810.00	\$24,522,291.00
Provisional Award Fee	\$ 448,416.00	\$ 20,465.00	\$ 468,881.00
Earned Award Fee	\$ 804,415.00	\$ 0.00	\$ 804,415.00
Performance Eval. Fee	\$ 509,939.00	\$ 0.00	\$ 509,939.00
Metrics Eval. Fee	\$ 294,476.00	\$ 0.00	\$ 294,476.00
Total Sum Allotted	\$24,340,312.00	\$ 1,455,275.00	\$25,795,587.00

(End of Clause)"

3. Clause F.2 PERIOD OF PERFORMANCE, paragraph (a) is deleted in its entirety and the following is substituted in lieu thereof:

"Clause F.2 PERIOD OF PERFORMANCE

(a) The period of performance of this contract shall be from October 1, 2003, through **September 30, 2004.**"

4. Attachment J-3, Wage Determination No. 1994-2008, Revision No. 17 is hereby deleted in its entirety and replaced with the Attachment J-3, Wage Determination No. 1994-2008, Revision No. **18.**

5. Attachment J-4 Section B, METRICS EVALUATION PLAN (MEP), is deleted in its entirety and the following Attachment J-4 Section B, METRICS EVALUATION PLAN (MEP) is substituted in lieu thereof to amend the Negotiated Composite Direct Labor Rate (CDLR).

6. In consideration of the modification(s) agreed to herein as complete equitable adjustment for the Contractor's proposal(s) for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal(s) for adjustment.

Contract Change Identification

Contractor Proposal No's.

Modification 39

049-071003-TC

"ATTACHMENT J-4

SECTION B

METRICS EVALUATION PLAN (MEP)

MSFC SAFETY AND MISSION ASSURANCE (S&MA) MISSION SERVICES

CONTRACT NAS8-00179

## METRICS EVALUATION PLAN (MEP)

### TABLE OF CONTENTS

	<u>Page</u>
A. INTRODUCTION	
1. Purpose	J-4B-3
2. Summary	J-4B-3
3. Fee Evaluation	J-4B-3
B. EVALUATION CRITERIA DEFINITION	J-4B-4
1. Schedule Performance	J-4B-4
2. Cost Performance	J-4B-8
C. CONTRACTOR'S REPORTING REQUIREMENTS	J-4B-11

## A. INTRODUCTION

### 1. Purpose

This Plan provides guidelines and methodology for evaluating the performance of the S&MA Mission Services Contractor under Contract NAS8-00179, for the objective, performance-based criteria within the Schedule, Cost, and Safety Lost Time Incident (LTI) categories.

### 2. Summary

#### a. Description of Contract

The Contractor shall provide the necessary management, personnel, equipment and supplies (not otherwise provided by the Government) to perform Safety and Mission Assurance (S&MA) mission services to accomplish the following functions:

- (1) Perform surveillance of assigned MSFC in-house and contracted design, manufacturing and testing activities, for both hardware and software, to assess compliance with NASA MSFC safety, reliability, maintainability and quality assurance policies, requirements and controls.
- (2) Assure that management assessment information is provided in a timely manner to the MSFC S&MA Office to support the decision-making process regarding open problems, hazards and risks pertaining to accomplishing MSFC's mission.

(3) Operate the Mission Problem Assessment of Contract and Management Information Center (MIC).

- (4) The Contractor shall identify opportunities for improving the efficiency of task execution, including the use of innovative techniques, and present them to S&MA.

#### b. Scope of Contract

The Contractor's MSFC S&MA mission services are applicable to all assigned MSFC projects.

### 3. Fee Evaluation

In accordance with Section B of the Contract, forty percent (40%) of the total potential contract fee is available for performance of the criteria in this section. With the exception of cost performance, which will be assessed annually, performance determinations under this section (Section B/Attachment J-4) will be made annually concurrent with the PEB evaluations of Attachment J-4, Section A. The contractor's performance under the criteria of this section will be determined

solely by the Contracting Officer's Technical Representative (COTR) and the Contracting Officer (CO). Therefore, determinations under this section are not subject to the Performance Evaluation Board (PEB) process. To ensure excellence in S&MA mission services, this section is subject to revision during the course of this contract. However, any necessary revisions to this section will be fully coordinated with the contractor prior to the implementation period.

In order for the contractor to receive any fee under the Schedule and Safety LTI Performance criteria provisions of this MEP section, the contractor must receive an adjectival rating of "Satisfactory" or above for the concurrent evaluation period under the PEB evaluation of Section A. In order for the contractor to receive any fee under the Cost Performance criterion provisions of this MEP section, the contractor's average score for Section A for the annual period of the assessment must be an overall adjectival rating of "Good" or above.

#### B. EVALUATION CRITERIA DEFINITION

The evaluation criteria (i.e., Schedule Performance, Cost Performance, and Safety LTI Performance) specified in this section will provide the basis for determining the contractor's performance of the activities described herein and, as applicable, in the contract's Performance Work Statement (PWS). The following paragraphs define the evaluation criteria:

##### 1. Schedule Performance

This criterion addresses timely completion of contract tasks under the technical direction provisions of the contract. The contractor will receive assignments with specified completion dates or milestone requirements. Success in meeting deadlines for performing these PWS tasks will be evaluated. Responsiveness to schedule changes and timely preparation, distribution, and delivery of items required by contract will also be evaluated.

Of the potential fee available in this section, sixty percent (60%) is apportioned to the Schedule Performance criterion. A performance-based approach will be used to evaluate the contractor's schedule performance, based on the elements and weightings (total to 100 percent) outlined in the list below. Description of what constitutes successful performance for fee determinations in the individual schedule elements is provided following the below list.

##### Schedule Performance Elements

1. Submittal of Data Requirements (DRs) (25 Percent)
2. Personnel Certification (20 Percent)
3. Safety Compliance and Hazardous Operations Inspections (15 Percent)

4. Real-time ALERT Availability (10 Percent)
5. Audit Action Item Status (10 Percent)
6. Recurrence Control Action Request (RCAR) Status (10 Percent)
7. Safety and Environmental Inspections (10 Percent)

a. Submittal of DRs (Reference PWS 2.0, 2.3, 5.5.9, & Attch J-2)

The objective of this schedule element is to emphasize the timely delivery of the following five (5) key data requirements:

<u>DRD No.</u>	<u>Title</u>
875MA-002	Financial Management Report (533M)
875MA-003	Progress Reports
875MA-007	Quarterly Open Problem List
875MA-008	Monthly Newly Opened/Closed Problem Summary
875SA-002	Mishap and Safety Statistics Reports

The initial submission and submission frequency for each of these DRs is specified in Attachment J-2. Of the schedule performance criteria, 25 percent of the total will be apportioned for the timely delivery of these DRs. Delivery of each DR has a equal value of 5 percent of the fee potential. The MSFC Office of Primary Responsibility (OPR) will record receipt of the DRs. For the mishap reporting required by DRD No. 875SA-002, the OPR will record receipt of the mishap reporting forms.

SUCCESSFUL PERFORMANCE (Element 2a): --Successful performance of this schedule element is defined as the receipt of the above data requirements as required during the semiannual evaluation period in accordance with the Attachment J-2 submission requirements. If every required submission of a DR during the evaluation period is received per the DRD requirements, the contractor will be entitled to the full 5 percent of the fee potential for that particular DR. The maximum allowable defect rate (MADR) for the delivery of these DRs is zero days. If the contractor fails, on one occurrence, to deliver a DR to ensure receipt in accordance with the DRD submissions requirements, the 5 percent fee potential for that DR will be forfeited.

b. Personnel Certification (PWS 2.5 & DRD 875MA-009)

The objective of this schedule element is to emphasize the timely and proper certification and re-certification of personnel engaged in training responsibilities, processes and potentially hazardous operations. Of the schedule performance criterion, 20 percent of the total will be apportioned for the timely certification/re-certification of

personnel. The S&MA Safety, Reliability and Quality Assurance (SR&QA) Department (QS10) maintains a certification database and will be responsible for issuance of certification cards. The contractor is responsible for providing evidence upon the completion of required training.

SUCCESSFUL PERFORMANCE (Element #2): Successful performance of this schedule element is defined as the timely completion of required training, and providing the supporting evidence to QS10, such that certifications do not expire or lapse for contractor personnel. If, during the evaluation period, the contractor maintains the timely certification and re-certifications of personnel engaged in training responsibilities, processes, and potentially hazardous operations, the contractor will be entitled to the full 20 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely certification of personnel is zero occurrences of certification lapses or expirations. If the contractor fails, on one occurrence, to maintain the timely and proper certification of personnel, the 20 percent fee potential for this element will be forfeited.

c. Safety Compliance and Hazardous Operations  
Inspections (PWS 4.1 and 4.2)

The objective of this schedule element is to emphasize the timely safety compliance and hazardous operations inspections of MSFC facilities and of MSFC construction sites. Of the schedule performance criterion, 15 percent of the total will be apportioned for the timely safety compliance and hazardous operations inspections. The contractor is responsible for developing a comprehensive schedule of all MSFC facility inspections and submitting to the S&MA Safety, Reliability and Quality Assurance (SR&QA) Department (QS10) for approval. The QS10 approved comprehensive schedule will serve as the baseline requirement for evaluation of the contractor's performance of this schedule element.

SUCCESSFUL PERFORMANCE (Element #3): Successful performance of this schedule element is defined as the timely performance of the safety compliance and hazardous operations inspections of MSFC facilities and of MSFC construction sites. If, during the evaluation period, the contractor performs the required inspections per the QS10 approved schedule, the contractor will be entitled to the full 15 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely performance of scheduled inspections is 10 days. If the contractor fails and is behind schedule by more than 10 days, the following deductions in fee potential will apply:

Contractor Behind Schedule < 10 days = No Potential Fee Reduction



Reduction	Contractor Behind Schedule < 20 days = 5% Potential Fee
Fee Reduction	Contractor Behind Schedule < 30 days = 10% Potential
Fee Reduction	Contractor Behind Schedule > 30 days = 15% Potential

d. Real-time ALERT Availability (PWS 5.4.2)

The objective of this schedule element is to emphasize the timely distribution of ALERTS, generated through GIDEP or received from other Agency sources, to MSFC actionees. Of the schedule performance criterion, 10 percent of the total will be apportioned for the timely distribution of ALERTS. The S&MA Safety, Reliability and Quality Assurance (SR&QA) Department (QS10) maintains and provides to the contractor a list of MSFC actionees for ALERTS. The contractor is responsible for entering ALERTS into the ALERT database and distribution of ALERTS to MSFC actionees for review and distribution. QS10 is responsible for monitoring the ALERT database to verify contractor's performance of this schedule element.

SUCCESSFUL PERFORMANCE (Element #4): Successful performance of this schedule element is defined as the timely database entry and distribution of ALERTS to MSFC actionees. If, during the evaluation period, the contractor enters and distributes all ALERTS to MSFC actionees within two working days of receipt, the contractor will be entitled to the full 10 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely distribution of ALERTS is two working days. If the contractor fails, on one occurrence, to enter and/or distribute ALERTS to the MSFC actionee list within the two working days, the 10 percent fee potential for this element will be forfeited.

e. Audit Action Item Status (PWS 6.2.8)

The objective of this schedule element is to emphasize the timely maintenance of an action item status system for S&MA participation in audits of MSFC internal organizations, MSFC vendors and suppliers, NASA Engineering and Quality Audits (NEQA), and other Government agencies. Of the schedule performance criterion, 10 percent of the total will be apportioned for the timely maintenance of the audit action item status tracking system. The S&MA Safety, Reliability and Quality Assurance (SR&QA) Department (QS10) will monitor activity on the automated database to verify the contractor's performance of this schedule element. The contractor is responsible for maintaining status of all S&MA action items resulting from audits on the automated database.

SUCCESSFUL PERFORMANCE (Element #5): Successful performance of this schedule element is defined as the timely

maintenance of the database of all S&MA audit actions. If, during the evaluation period, the contractor updates the database of audit action items on a periodic basis of at least monthly, the contractor will be entitled to the full 10 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely maintenance of the database is 30 days. If the contractor fails, on one occurrence, to maintain/update the audit actions database within a 30 day period, the 10 percent fee potential for this element will be forfeited.

f. Recurrence Control Action Request (RCAR) Status  
(PWS 6.3.3 and MPG 1280.4))

The objective of this schedule element is to emphasize the timely generation of Recurrence Control Action Requests (RCARs). Of the schedule performance criterion, 10 percent of the total will be apportioned for the timely generation of RCARs. Hardware or software nonconformances, quality system deficiency notices, and quality comments may result in the generation of RCARs. The contractor is responsible for generating the RCAR for notification to the responsible organization(s). The S&MA Safety, Reliability and Quality Assurance (SR&QA) Department (QS10) is responsible for monitoring the generation of RCARs to verify contractor's performance of this schedule element.

SUCCESSFUL PERFORMANCE (Element #6): Successful performance of this schedule element is defined as the timely generation of RCARs for notification to responsible organizations to investigate nonconformances. If, during the evaluation period, the contractor generates all required RCARs within five working days of receipt, the contractor will be entitled to the full 10 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely generation of RCARs is five working days. If the contractor fails, on one occurrence, to generate an RCAR within the five working days, the 10 percent fee potential for this element will be forfeited.

g. Safety and Environmental Inspections (PWS 2.3)

The objective of this schedule element is to emphasize the timely performance of safety and environmental inspections of employee worksites. Of the schedule performance criteria, 10 percent of the total will be apportioned for the timely performance of worksite inspections. The contractor is responsible for conducting, and recording the results of, safety and environmental worksite inspections at a rate of at least one per month per onsite contractor supervisor. The contractor is also responsible for providing a copy of the documented results of the worksite inspections the S&MA Safety, Reliability and

Quality Assurance (SR&QA) Department (QS10) upon completion of the inspections.

SUCCESSFUL PERFORMANCE (Element #7): Successful performance of this schedule element is defined as the timely performance of safety and environmental worksite inspections. If, during the evaluation period, the contractor performs worksite inspections at a rate of at least one per month per onsite supervisor, the contractor will be entitled to the full 10 percent of the fee potential for this schedule element. The maximum allowable defect rate (MADR) for the timely performance of worksite inspections is 30 days. If the contractor fails, on one occurrence, to perform worksite inspections of at least one per month per supervisor, the 10 percent fee potential for this element will be forfeited.

## 2. Cost Performance

This criterion addresses the contractor's effectiveness in managing contract cost. The objective of the cost performance criterion is to emphasize effective management and control of contract cost. Of the potential fee available in this section, thirty percent (30%) is apportioned to the Cost Performance criterion.

NOTE: In order for the contractor to earn any fee for the cost performance criterion based upon this assessment, the total actual cost incurred for the period cannot exceed the total contract estimated cost for that period. The Government will review and take into consideration evidence submitted by the contractor of mission changes that had a cumulative and adverse affect on the actual cost incurred for which no equitable adjustment was provided to the contractor in accordance with contract Clause H.6 Special Provision for Contract Changes.

Cost performance is an annual assessment of the contractor's actual composite direct labor rate incurred (calculated at the fully burdened level) to the composite direct labor rate (fully burdened) negotiated for the contract evaluation period. The composite direct labor rate is fully burdened when it includes all fringe, overhead, indirect, and G&A allocations. Fully burdened costs for the purposes of this evaluation do not include any subcontract, inter-company work transfers, travel, or miscellaneous other direct costs (ODC). The following table depicts the negotiated fully burdened direct composite labor rates by contract period:

Period	Negotiated Composite Direct Labor Rate (CDLR)
Base Year	(b) (4)

Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

(b)(4)

A performance-based metric will be used to score the contractor's achievement of cost performance criteria. The metric will be the composite actual fully burdened labor rate, in comparison to the composite fully burdened negotiated labor rate for the contract period.

#### SUCCESSFUL PERFORMANCE (Cost Criterion):

Successful performance of the cost performance criterion is defined by the effective management of the actual incurred, fully burdened, direct labor cost in comparison to the negotiated, fully burdened, direct labor rate. If, during the evaluation period, the contractor's cost performance results in an actual incurred rate that is 95 percent or less in comparison to the fully burdened direct labor negotiated for the contract, the contractor will be entitled to the full 30 percent of the fee potential for this cost performance criterion. The maximum allowable defect rate (MADR) for the cost performance criterion is an actual incurred rate that is .95 when compared to the negotiated direct labor cost rate. If the contractor fails to control the actual incurred direct labor cost rate and it exceeds the negotiated direct labor cost rate, the full 30 percent fee potential for this criterion will be forfeited.

The table below relates cost performance to the potential fee deductions that will apply above the MADR of 0.95:

Actual Incurred Rate (AIR) Divided By Negotiated Rate for the Period	Deduction In Potential Cost Performance Fee
< 0.95	0%
If $\geq 0.95$ but $< 0.96$	10%
If $\geq 0.96$ but $< 0.97$	20%
If $\geq 0.97$ but $< 0.98$	30%
If $\geq 0.98$ but $< 0.99$	40%
If $\geq 0.99$ but $\leq 1.0$	50%
$> 1.0$	100%

Annual determinations against the cost performance criterion will occur at completion of the base period and, as applicable, each option period of the contract (i.e. periods 2, 4, 6, 8, and 10).

C. CONTRACTOR'S REPORTING REQUIREMENTS

The Contractor must submit a self assessment of performance under the criteria of this section (Section B Metrics Evaluation Plan) to the COTR on a Semiannual basis. DRD 875MA-003 provides the format requirements for submission of the quarterly report."

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

**ORIGINAL SIGNED BY:**

William W. Gross                      Division of  
Director                      Wage Determinations

Wage Determination No.: **1994-2008**  
Revision No.: **18**  
Date Of Last Revision: **05/29/2003**

States: **Alabama**, Tennessee

**Area: Alabama Counties of** Colbert, Franklin, Jackson, Lauderdale, Lawrence,  
Limestone, **Madison**, Marion, Marshall, Morgan, Winston  
**Tennessee Counties of** Giles, Lawrence, Lincoln, Moore, Wayne

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE

MINIMUM WAGE RATE

**Administrative Support and Clerical Occupations**

Accounting Clerk I	9.64
Accounting Clerk II	11.61
Accounting Clerk III	13.41
Accounting Clerk IV	16.77
Court Reporter	14.94
Dispatcher, Motor Vehicle	15.10
Document Preparation Clerk	12.18
Duplicating Machine Operator	12.18
Film/Tape Librarian	10.72
General Clerk I	8.65
General Clerk II	9.73
General Clerk III	10.42
General Clerk IV	12.48
Housing Referral Assistant	16.83
Key Entry Operator I	9.37
Key Entry Operator II	11.16
Messenger (Courier)	7.40
Order Clerk I	10.22
Order Clerk II	13.88
Personnel Assistant (Employment) I	10.09
Personnel Assistant (Employment) II	13.30
Personnel Assistant (Employment) III	14.86
Personnel Assistant (Employment) IV	15.10
Production Control Clerk	16.25
Rental Clerk	10.72
Scheduler, Maintenance	12.66
Secretary I	12.66
Secretary II	14.84
Secretary III	16.83
Secretary IV	19.75
Secretary V	21.92

Service Order Dispatcher	12.80
Stenographer I	13.44
Stenographer II	15.24
Supply Technician	19.75
Survey Worker (Interviewer)	13.58
Switchboard Operator-Receptionist	9.43
Test Examiner	14.84
Test Proctor	14.84
Travel Clerk I	8.61
Travel Clerk II	9.12
Travel Clerk III	9.73
Word Processor I	11.10
Word Processor II	12.46
Word Processor III	13.93

#### **Automatic Data Processing Occupations**

Computer Data Librarian	10.79
Computer Operator I	12.24
Computer Operator II	14.91
Computer Operator III	17.75
Computer Operator IV	19.70
Computer Operator V	21.81
Computer Programmer I (1)	17.53
Computer Programmer II (1)	21.01
Computer Programmer III (1)	25.07
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.10
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.24

#### **Automotive Service Occupations**

Automotive Body Repairer, Fiberglass	17.50
Automotive Glass Installer	15.94
Automotive Worker	15.94
Electrician, Automotive	16.73
Mobile Equipment Servicer	14.45
Motor Equipment Metal Mechanic	17.50
Motor Equipment Metal Worker	15.94
Motor Vehicle Mechanic	15.98
Motor Vehicle Mechanic Helper	12.52
Motor Vehicle Upholstery Worker	15.22
Motor Vehicle Wrecker	15.94
Painter, Automotive	15.28
Radiator Repair Specialist	15.94
Tire Repairer	12.75
Transmission Repair Specialist	17.50

#### **Food Preparation and Service Occupations**

Baker	9.96
Cook I	7.87

Cook II	8.85
Dishwasher	7.18
Food Service Worker	6.95
Meat Cutter	10.62
Waiter/Waitress	6.82

#### **Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	17.56
Furniture Handler	13.94
Furniture Refinisher	17.56
Furniture Refinisher Helper	14.41
Furniture Repairer, Minor	15.98
Upholsterer	17.56

#### **General Services and Support Occupations**

Cleaner, Vehicles	7.99
Elevator Operator	8.06
Gardener	11.24
House Keeping Aid I	7.13
House Keeping Aid II	8.62
Janitor	8.06
Laborer, Grounds Maintenance	9.28
Maid or Houseman	6.63
Pest Controller	10.00
Refuse Collector	8.44
Tractor Operator	11.21
Window Cleaner	8.24

#### **Health Occupations**

Dental Assistant	10.89
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.07
Licensed Practical Nurse I	11.37
Licensed Practical Nurse II	12.77
Licensed Practical Nurse III	14.30
Medical Assistant	9.81
Medical Laboratory Technician	13.21
Medical Record Clerk	11.28
Medical Record Technician	13.60
Nursing Assistant I	8.09
Nursing Assistant II	9.09
Nursing Assistant III	9.92
Nursing Assistant IV	11.13
Pharmacy Technician	12.24
Phlebotomist	11.89
Registered Nurse I	16.39
Registered Nurse II	20.05
Registered Nurse II, Specialist	20.05
Registered Nurse III	24.26
Registered Nurse III, Anesthetist	24.26
Registered Nurse IV	29.07



**Information and Arts Occupations**

Audiovisual Librarian	21.15
Exhibits Specialist I	17.77
Exhibits Specialist II	21.76
Exhibits Specialist III	26.45
Illustrator I	17.77
Illustrator II	21.76
Illustrator III	26.45
Librarian	19.46
Library Technician	14.28
Photographer I	13.01
Photographer II	15.02
Photographer III	17.99
Photographer IV	22.00
Photographer V	26.70

**Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	6.94
Counter Attendant	6.94
Dry Cleaner	8.02
Finisher, Flatwork, Machine	6.94
Presser, Hand	6.94
Presser, Machine, Drycleaning	6.94
Presser, Machine, Shirts	6.94
Presser, Machine, Wearing Apparel, Laundry	7.32
Sewing Machine Operator	8.40
Tailor	9.20
Washer, Machine	7.51

**Machine Tool Operation and Repair Occupations**

Machine-Tool Operator (Toolroom)	18.68
Tool and Die Maker	22.78

**Material Handling and Packing Occupations**

Forklift Operator	14.82
Fuel Distribution System Operator	16.80
Material Coordinator	16.25
Material Expediter	16.25
Material Handling Laborer	9.58
Order Filler	10.87
Production Line Worker (Food Processing)	11.57
Shipping Packer	10.89
Shipping/Receiving Clerk	11.56
Stock Clerk (Shelf Stocker; Store Worker II)	12.69
Store Worker I	9.35
Tools and Parts Attendant	12.44
Warehouse Specialist	11.57

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	20.22
Aircraft Mechanic Helper	15.85
Aircraft Quality Control Inspector	22.23
Aircraft Servicer	17.58
Aircraft Worker	18.43
Appliance Mechanic	18.04
Bicycle Repairer	14.66
Cable Splicer	18.79
Carpenter, Maintenance	17.56
Carpet Layer	17.29
Electrician, Maintenance	20.61
Electronics Technician, Maintenance I	16.30
Electronics Technician, Maintenance II	25.55
Electronics Technician, Maintenance III	26.62
Fabric Worker	16.54
Fire Alarm System Mechanic	18.79
Fire Extinguisher Repairer	15.72
Fuel Distribution System Mechanic	18.79
General Maintenance Worker	16.43
Heating, Refrigeration and Air Conditioning Mechanic	18.38
Heavy Equipment Mechanic	18.38
Heavy Equipment Operator	17.87
Instrument Mechanic	18.79
Laborer	9.78
Locksmith	18.04
Machinery Maintenance Mechanic	22.79
Machinist, Maintenance	16.92
Maintenance Trades Helper	14.41
Millwright	18.79
Office Appliance Repairer	18.04
Painter, Maintenance	17.56
Pipefitter, Maintenance	18.38
Plumber, Maintenance	17.56
Pneudraulic Systems Mechanic	18.79
Rigger	18.79
Scale Mechanic	17.29
Sheet-Metal Worker, Maintenance	18.38
Small Engine Mechanic	16.75
Telecommunication Mechanic I	18.38
Telecommunication Mechanic II	20.21
Telephone Lineman	18.38
Welder, Combination, Maintenance	18.38
Well Driller	18.79
Woodcraft Worker	18.79
Woodworker	16.43

**Miscellaneous Occupations**

Animal Caretaker	7.28
Carnival Equipment Operator	8.47

Carnival Equipment Repairer	8.90
Carnival Worker	7.02
Cashier	7.15
Desk Clerk	6.90
Embalmer	18.01
Lifeguard	9.76
Mortician	17.63
Park Attendant (Aide)	11.23
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.76
Recreation Specialist	11.14
Recycling Worker	10.10
Sales Clerk	9.64
School Crossing Guard (Crosswalk Attendant)	7.83
Sport Official	9.76
Survey Party Chief (Chief of Party)	13.32
Surveying Aide	8.20
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.23
Swimming Pool Operator	10.69
Vending Machine Attendant	9.33
Vending Machine Repairer	10.69
Vending Machine Repairer Helper	9.33

#### **Personal Needs Occupations**

Child Care Attendant	7.07
Child Care Center Clerk	8.83
Chore Aid	6.95
Homemaker	11.20

#### **Plant and System Operation Occupations**

Boiler Tender	18.86
Stationary Engineer	18.86
Ventilation Equipment Tender	14.85
Water Treatment Plant Operator	17.56

#### **Protective Service Occupations**

Alarm Monitor	11.79
Corrections Officer	12.80
Court Security Officer	11.97
Detention Officer	12.80
Firefighter	10.58
Guard I	9.60
Guard II	12.11
Police Officer	16.76

#### **Stevedoring/Longshoremen Occupations**

Blocker and Bracer	14.83
Hatch Tender	14.83
Line Handler	15.05

Stevedore I	11.66
Stevedore II	14.13

#### Technical Occupations

Air Traffic Control Specialist, Center (2)	29.22
Air Traffic Control Specialist, Station (2)	20.14
Air Traffic Control Specialist, Terminal (2)	22.19
Archeological Technician I	15.69
Archeological Technician II	17.56
Archeological Technician III	21.76
Cartographic Technician	22.32
Civil Engineering Technician	20.75
Computer Based Training (CBT) Specialist/ Instructor	25.96
Drafter I	13.99
Drafter II	15.69
Drafter III	17.77
Drafter IV	21.76
Engineering Technician I	12.79
Engineering Technician II	15.89
Engineering Technician III	19.09
Engineering Technician IV	26.34
Engineering Technician V	30.74
Engineering Technician VI	37.17
Environmental Technician	16.67
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	19.60
Instructor	19.27
Laboratory Technician	14.63
Mathematical Technician	23.77
Paralegal/Legal Assistant I	13.59
Paralegal/Legal Assistant II	17.18
Paralegal/Legal Assistant III	20.86
Paralegal/Legal Assistant IV	25.37
Photooptics Technician	21.08
Technical Writer	23.07
Unexploded (UXO) Safety Escort	19.14
Unexploded (UXO) Sweep Personnel	19.14
Unexploded Ordnance (UXO) Technician I	19.14
Unexploded Ordnance (UXO) Technician II	23.15
Unexploded Ordnance (UXO) Technician III	27.74
Weather Observer, Combined Upper Air and Surface Programs (3)	18.39
Weather Observer, Senior (3)	18.79
Weather Observer, Upper Air (3)	18.39

#### Transportation/ Mobile Equipment Operation Occupations

Bus Driver	12.67
Parking and Lot Attendant	8.86
Shuttle Bus Driver	11.97
Taxi Driver	9.91
Truckdriver, Heavy Truck	15.36
Truckdriver, Light Truck	11.97

Truckdriver, Medium Truck	14.75
Truckdriver, Tractor-Trailer	15.36

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black

powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition.

**NOTE:** These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### **\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of

Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed position title, a proposed grade equivalency (with for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.